

## INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS  
COUNTY OF TRAVIS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

The City of Austin Financial Services Department (FSD) recognizes the need for a design and economic study of the potential renovation or expansion of the Austin Convention Center. In furtherance of this need, the City seeks additional analysis of both new, programmatic spatial configurations and economic models of urban convention centers.

The City of Austin has completed an Austin Convention Center Long-Range Master Plan (Plan), a review of the Plan by the Urban Land Institute, and a review with the Council-created Visitor Impact Task Force. City staff have also responded to requests included in related Council-approved Resolutions. The Financial Services Department, Austin Convention Center Department, Economic Development Department and other relevant city departments seek to provide data and other relevant information to assist in the analysis. This agreement supports the effort to provide City Council and staff with information to assist in assessing options for a Convention Center renovation or expansion that meets the City of Austin's longer-term municipal, community, and economic goals.

The purpose of the agreement includes review of previously completed studies and reviews, data collection, and analysis.

### I. Contracting Parties:

The Receiving Party: City of Austin (City) a local government of the State of Texas  
Greg Canally, Interim Chief Financial Officer  
301 W. Second Street, Austin, TX 78701  
512-974-2609

The Performing Party: The University of Texas at Austin (University) an institution of higher education and agency of the State of Texas.  
Dean Almy, Project PI  
UT School of Architecture  
310 Inner Campus Drive B7500  
Austin, TX 78712

### II. Statement of Services to be Performed

The Statement of Work is attached to this Contract as Exhibit A. The time for performance and scheduled disbursement of payments shall be in accordance with this Contract is set out in the Statement of Work and is incorporated by reference in this Contract

### III. Contract Term and Amount

A. This contract shall be in effect until 12 months from the date of execution.

B. The City shall pay the University of Texas at Austin an amount not to exceed \$250,000.00.

1. Payment shall be made on the achievement of designated objectives as outlined in the Statement of Work attached as Exhibit A.

#### IV. Payment of Services

City shall remit (number) (dollar amount) installment payments to the University for services satisfactorily performed according to the scheduled disbursements as outlined in Exhibit A of this Contract, in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Payments made under this Contract shall (1) fairly compensate the University for the services performed under this Contract, and (2) be made from current revenues available to City. City shall pay the University within 30 days of receipt of an invoice upon confirmation by the City that the deliverables required for payment have been received by the City.

##### a. Invoices

i. The University shall send fixed-price lump sum invoices for at least two disbursement payments on completion of the scheduled milestones objectives listed in Exhibit A.

ii. Invoices submitted by the University shall contain the following information:

1. The University's legal name.
2. Correct payment remittance address.
3. An invoice date.
4. A unique, unduplicated invoice number.
5. A brief description of the items or services being invoiced.
6. The dollar amount due.

iii. Invoices shall be sent by email to: [preston.stewart@austintexas.gov](mailto:preston.stewart@austintexas.gov)

#### V. Certifications

a. Each signer of this Contract possesses the right, power, legal capacity and full legal authority to execute this Contract on behalf of the contracting party and to bind the contracting party to the terms and conditions set forth in this Contract. Furthermore, the signer of this Contract certifies that the contracting party has the legal authority to perform or receive the services required by this Contract, that the contracting party has received all necessary approvals to execute and deliver this contract, and that such services further a governmental function of the City of Austin and the University.

b. Intellectual Property: Reports, designs, and other work ("Material") developed by the University's School of Architecture's Center for Sustainability and McCombs School of Business under this Agreement is the property of the University. The University warrants and represents the Material is the independent work of the University and an original work of authorship under the U.S. Copyright Act. Furthermore, the University warrants and represents the University has the right to license the Material to the City. The University licenses and grants to the City an irrevocable, nonexclusive, and royalty-free license to use, reproduce, copy, publish, prepare derivative works

from, distribute to the public, perform, and display publicly for or on behalf of the City, the intellectual property rights in the Material developed as part of the work under this Agreement.

## VI. Termination, Venue, and Funding Out

**For Cause:** In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon 30 days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination shall not be effective if the material failure is fully cured prior to the end of the 30 day period.

**For Convenience:** Either party may terminate this Contract without cause upon 60 days written notice. If the City terminates, on receipt of the Notice, the University shall immediately stop performance of services (unless the Notice directs otherwise) and deliver all documents, programs, reports, and materials accumulated in performing this Agreement (whether finished or in process) to City within 10 business days, or as otherwise stated in the Notice. City shall pay the University for all reimbursable costs and obligations incurred up to the date of termination.

**Dispute Resolution:** If a dispute arises between the parties regarding performance under this agreement, which the parties are unable to resolve through negotiation, the parties agree that the dispute will be submitted for mediation before any suit is filed. If the mediation does not successfully resolve the dispute, each party is free to pursue other remedies available to them.

**Jurisdiction and Venue:** This Contract is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. The courts of Texas shall have jurisdiction of any dispute arising out of or concerning this Contract, either administrative or judicial, and venue shall be proper and lie exclusively in Travis County Texas.

**Non-Appropriation:** The University acknowledges that the City has provided notice that the City's payment obligations to the University are payable only from funds appropriated or available for the purpose of this Agreement. If the City does not appropriate funds for this Agreement, or if there are no other lawfully available funds for this Agreement, the Agreement is void. City shall provide the University notice of the failure of City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement or the reduction of any appropriation to an amount insufficient to permit City to pay its obligations under the Agreement.

## VII. No Assignment

A party to this contract shall not assign or transfer its interests under the Contract.

## VIII. Notices

All notices shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to the University: Dean Almy, University of Texas at Austin School of Architecture, 310 Inner Campus Drive B7500, Austin, TX 78712

If to the City: Greg Canally, Financial Services Department, P.O. Box 1088 Austin, TX 78767

#### IX. Waiver of Immunity

It is expressly understood and agreed that under this contract neither contracting party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

#### X Record Maintenance

Each party shall maintain all records and reports required under this agreement for a period of three years after the termination date, or until all evaluations, audits and other reviews have been completed and all questions or issues, including litigation, are resolved satisfactorily, whichever occurs later.

#### XI. No partnership

This Contract does not create any partnership, employee, fiduciary, insurance, or agency relationship between the parties or any of their agents or employees. No party to this Contract will be responsible for the acts of the other party or any other employee of the other party by virtue of this Contract, except as may be decreed against that party by a judgment of a court of competent jurisdiction. It is expressly understood and agreed that in the execution of this Contract, no party waives, nor shall be considered to waive, any immunity or defense otherwise available to it against any claims by third parties. Each party to this Contract waives all claims against the other party to the Contract for compensation or any loss, damage, personal injury, or death, occurring as a consequence of the performance of this Contract, except for acts in violation of the criminal laws.

#### **Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:**

Receiving Party  
City of Austin

Performing Party  
The University of Texas at Austin

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_